

**United States District Court
Western District Of Washington
At Seattle**

Ivan Lisitsyn,

Plaintiff,

v.

**Experian Information Solutions, Inc.,
Chase Auto Finance Corp., GMAC
Mortgage Corp.,**

Defendants.

Cause No:

Complaint

Jury Demand

Jurisdiction

1 This Court has jurisdiction pursuant to the FCRA, 15 U.S.C. Section 1681(p), and the doctrine of pendent jurisdiction. Venue lies in the Western District of Washington as plaintiff's claims arose from acts of the defendants having impact therein.

Preliminary Statement

2 Plaintiff brings this action for damages based upon defendant's violations of the Fair Credit Reporting Act, 15 U.S.C sections 1681 *et seq.* ("FCRA"), and for pendent state claims brought as supplemental claims.

3 Plaintiff is a resident of King County, Washington. Plaintiff is a "consumer" as defined by section 1681a(c) of the FCRA. Entry of erroneous information on his credit report had impact on plaintiff in Washington.

4 Experian Information Solutions, Inc., ("Experian"), is a company licensed to do business in the State of Washington.

5 Experian is a consumer reporting agency, as defined in section 1681(f) of the FCRA, regularly engaged in the business of assembling, evaluating, and dispersing information concerning consumers for the purpose of furnishing consumer reports, as defined in section 1681a(d) of the FCRA, to third parties.

6 Chase Auto Finance Corp. ("Chase") is a company doing business in the State of Washington and is a furnisher of information as contemplated by FCRA section 1681s-2(a) & (b) that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

7 GMAC Mortgage Corp. ("GMAC") is a company doing business in the State of Washington and is a furnisher of information as contemplated by FCRA section 1681s-2(a) & (b) that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

Factual Allegations

8 Plaintiff's creditworthiness and privacy have been repeatedly compromised by the acts, and omissions of the defendants.

9 Plaintiff has repeatedly disputed information reported regarding his creditworthiness, to no avail.

10 Experian reported and failed to delete inaccurate, false, defamatory information regarding plaintiff.

11 GMAC and Chase reported derogatory information on plaintiff's credit history. Upon information and belief, the information concerned plaintiff's brother and was mismerged with plaintiff's credit information.

12 Plaintiff disputed the accounts in writing with Experian in or about August 2007. Upon information and belief Experian did no reasonable investigation of plaintiff's dispute and refused to remove the derogatory information from plaintiff's credit file.

13 At the same time plaintiff disputed the same derogatory information with Equifax and Trans Union, which both removed the derogatory information from plaintiff's credit file.

14 Plaintiff disputed derogatory information with Experian again in or about December 2008. Upon information and belief, Experian conducted an investigation with inconsistent results, deleting some disputed, mismerged accounts, and verifying others.

15 According to Experian both Chase and GMAC verified derogatory accounts. These accounts belonged to plaintiff's brother.

16 Plaintiff continued to dispute the account with GMAC and Chase to no avail.

1 17 Upon information and belief GMAC and Chase failed to report the accounts as disputed
2 to credit reporting bureaus.

3 18 The false publishing of these accounts has negatively affected plaintiff's credit
4 reputation.

5 19 In or about January 2009 plaintiff was denied a home loan by Premier Mortgage based
6 on the low credit score.

7 20 As a result of the false derogatory information reported by defendants, plaintiff sustained
8 actual damages and injury including damage to his credit report and abstention from applying
9 for credit, denial of credit, emotional distress and other damages.
10

11
12 **Statement Of Claims Against Experian**

13 21. In the entire course of its action, Experian willfully and/or negligently violated the provisions
14 of the FCRA in the following respects

15 a) By willfully and/or negligently failing in the preparation of the
16 consumer reports concerning plaintiff, to follow reasonable procedures to
17 assure maximum possible accuracy of the information in the reports;
18

19 b) By willfully and/or negligently failing to comport with the FCRA
20 section 1681e(b);
21

22 c) Failing to provide plaintiff with a copy of his credit report;

23 c) Defaming plaintiff by publishing to third parties false information
24 regarding his creditworthiness;

25 d) Invading the privacy of plaintiff;

26 e) Failed in its duty to prevent foreseeable injury to plaintiff.
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Statement Of Claims Against GMAC

22. GMAC willfully and/or maliciously acted and failed to act as follows:

- a) Willfully and/or negligently violated the provisions of the FCRA by willfully and/or negligently failing to comport with FCRA section 1681s-2(b);
- b) In the entire course of its actions GMAC defamed plaintiff by storing and distributing false information with disregard for its truth or falsity;
- c) Defamed plaintiff by storing and distributing false information with disregard for its truth or falsity;
- d) Invading the privacy of plaintiff;
- e) Failed in its duty to prevent foreseeable injury to plaintiff.

Statement Of Claims Against Chase

23. Chase willfully and/or maliciously acted and failed to act as follows:

- a) Willfully and/or negligently violated the provisions of the FCRA by willfully and/or negligently failing to comport with FCRA section 1681s-2(b);
- b) In the entire course of its actions Chase defamed plaintiff by storing and distributing false information with disregard for its truth or falsity;
- c) Defamed plaintiff by storing and distributing false information with disregard for its truth or falsity;
- d) Invading the privacy of plaintiff;
- e) Failed in its duty to prevent foreseeable injury to plaintiff.

Prayer For Relief

THEREFORE, plaintiff prays that the Court grant the following relief as against defendant:

- a) actual damages;
- b) statutory damages;
- c) punitive damages;
- d) attorney's fees; and
- e) costs.

DATED this 18th day of March, 2009

Respectfully submitted,



Christopher E. Green
Attorney for Plaintiff